

**SECOND AMENDMENT  
TO  
PURCHASE AND SALE AGREEMENT**

THIS AMENDMENT (the “Amendment”), dated as of the 5<sup>th</sup> day of July, 2018, amends that certain Purchase and Sale Agreement, dated the 31<sup>st</sup> day of May, 2018, for the purchase and sale of the M/Y “G-Force,” a 2006 Caison 64 (USCG: 1178391 | HIN: CYE00002J506), hereinafter the “Yacht,” and any amendments thereto, hereinafter collectively the “Purchase Agreement” made and entered between BILL KELLER, as BUYER on the Purchase Agreement, and G-FORCE SPORTFISHING, INC., a Delaware corporation, as SELLER on the Purchase Agreement, pursuant to the provisions of Paragraph 16B of the Purchase Agreement:

I. Buyer, currently listed as “Bill Keller” in the Purchase Agreement is hereby amended to state “BnP Ventures, LLC”, a Maryland Limited Liability Company.

II. Paragraph 1 shall be changed as follows:

**1. PRICE & DEPOSIT:** The “selling price” shall be One Million Seven Hundred Thousand Dollars (US\$ 1,700,000.00) for which the BUYER agrees to buy and the SELLER agrees to sell the YACHT, subject to terms and conditions set forth in this Agreement.

- A. BUYER and SELLER hereby designate Lochner Law Firm, P.C. to act as an ESCROW AGENT.
- B. The sum of Zero Dollars (US\$ 0.00) shall be paid as a deposit (the “Deposit”) upon execution of this sale. The deposit shall be paid to and held in escrow by the ESCROW AGENT pending resolution of this sale.
- C. The balance of the SELLING PRICE shall be paid in certified or collected funds, to the ESCROW AGENT, who will disburse the funds pursuant to the Escrow Agreement, attached as Exhibit A, at closing.

III. Paragraph 7 shall be changed as follows:

7. The “closing” on this sale shall take place on or before July 9, 2018 at Five o’clock PM, local time, at the office of Lochner Law Firm, P.C. The closing on the sale shall be deemed completed when:

- A. All documents necessary to transfer good and absolute title to the YACHT have been received by the BUYER or by the SELLING BROKER on behalf of the BUYER; and
- B. SELLER provides a Due Diligence Letter as to the status of the SELLER and its shareholders; and
- C. SELLER provides a List of All Lien Holders, with payoff amounts to ESCROW AGENT; and
- D. The balance of the SELLING PRICE is paid in certified or collected funds to the SELLER, or to the ESCROW AGENT for transmittal to the SELLER, pursuant to the Escrow Agreement.

IV. All provisions of the Purchase Agreement not expressly amended hereby shall remain unmodified and unamended hereby and the Purchase Agreement, as

amended by this First Amendment to Purchase and Sale Agreement, shall continue in full force and effect in accordance with the terms of the Purchase Agreement. Defined terms used herein and not defined herein shall have the meaning attributed thereto in the Purchase Agreement.

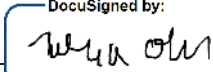
- V. This Amendment may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, when taken together, shall constitute but one and the same Amendment. A faxed signature shall be deemed as effective as an original signature.

IN WITNESS WHEREOF, THE PARTIES HERETO HEREBY CERTIFY THAT THEY HAVE READ AND UNDERSTAND EACH AND EVERY PROVISION OF THE FOREGOING AMENDMENT, AND THAT THEY HAVE EXECUTED THIS AMENDMENT AS THEIR OWN FREE ACTS ON THE DAY AND YEAR FIRST WRITTEN BELOW:

Dated this 5<sup>th</sup> day of July, 2018.

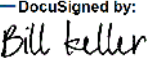
As to Seller

G-FORCE SPORTFISHING, INC.

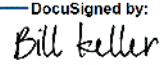
By:  \_\_\_\_\_  
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President  
G-Force Sportfishing, Inc.

As to Buyer

BILL KELLER

By:  \_\_\_\_\_  
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Mr. Bill Keller

BNP VENTURES, LLC

By:  \_\_\_\_\_  
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Mr. Bill Keller, Managing Member